



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

seems, however, that evidence of good faith and probable cause is admissible in mitigation of damages. *Rogers v. Toliver*, 139 Ga. 281, 77 S. E. 28, Ann. Cas. 1914A, 1017.

HUSBAND AND WIFE—FRAUDULENT CONVEYANCES—BURDEN OF PROOF.—A deed from a third person conveying land to the wife of an insolvent husband was unrecorded. The creditors of the insolvent husband sought to have the conveyance set aside as fraudulent. *Held*, the burden of proving fraud is on the creditors. *Southern States Phosphate & Fertilizer Co. v. Weekly* (S. C.), 93 S. E. 190.

For a discussion of the principle involved, see full and excellent article by Mr. Bolling H. Handy, 4 VA. LAW REV. 208.

INTERSTATE COMMERCE—TELEGRAPHS—VALIDITY OF CONDITIONS LIMITING LIABILITY.—The defendant received a message at its office in Ohio to be transmitted by telegraph to the plaintiff in Missouri. This telegram, although unrepeatd, was correctly transmitted, but through the negligence of the telegraph company it was not delivered until eleven days after the date of sending, whereby the plaintiff sustained a loss of certain fees and his position. On the back of the telegraph blank, on which the message was written, were the usual conditions limiting liability for mistakes or non-delivery of an unrepeatd message to the charge of sending, and placing fifty dollars as the maximum recovery in any case, unless the sender in writing placed a higher value of the message. *Held*, the plaintiff is entitled to recover fifty dollars. *Jacobs v. Western Union Telegraph Co.* (Mo.), 196 S. W. 31.

The Federal Interstate Commerce Act, as amended by the "Hepburn Act" and the "Carmack Amendment," declares telegraph companies doing business between States to be common carriers within the meaning of that act. Interstate telegrams are, therefore, governed by the federal law as laid down by the federal courts to the exclusion of all state statutes and decisions. *Poor v. Western Union Tel. Co.* (Mo.), 196 S. W. 28; *Brown v. Western Union Tel. Co.*, 234 U. S. 542. It is a well-settled doctrine in the United States that the sendee of a telegram has a right of action against the company for negligent mistake or non-delivery. *Fererro v. Western Union Tel. Co.* (D. C.), 35 L. R. A. 548. But the claim must be presented within a reasonable time. *Russell v. Western Union Tel. Co.*, 17 Kan. 230, 45 Pac. 598. There is much dispute among the state courts regarding the ground upon which this action should be based. Some base it upon the breach of public duty owed by the telegraph company to correctly transmit and deliver all messages. *Western Union Tel. Co. v. Dubois*, 128 Ill. 248. Others base the claim on the contract between the company and the sender. *Western Union Tel. Co. v. Holder*, 117 Ark. 210, 174 S. W. 552.

The federal rule seems to be that the sendee cannot recover in an action of tort. The contract made with the sender is said to enure to the benefit of the sendee. *Sherril v. Western Union Tel. Co.* (N. C.), 14 S. E. 94. This rule does not recognize any principle of public policy